



# WIRELESS SERVICE AGREEMENT

**1-800-331-0500**

Market/Region: PAC		Activation Date: 08/22/2006		<b>FEATURES AND RATE PLAN OPTIONS</b>		
Agent Code: 100DC		Sales Person: Wendy Trammer		Check	Feature Name	Cost/Mo
					MEdia Basic Bundle	\$ 9.99
<b>CUSTOMER BILLING INFORMATION</b>						
Billing Name/Legal Name (First, MI, Last): MARK MORIKAWA						
Attention Line:						
Street Address:						
City:		State:	Zip Code:			
		CA				
Home Number:		Work Number:				
Drivers License Number:		State Name:				
		CA				
<b>SERVICE COMMITMENT</b>						
<input type="checkbox"/> 1-Year:		<input checked="" type="checkbox"/> 2-Year:		<input type="checkbox"/> Other:		
<b>CREDIT AND BILLING ACCOUNT INFORMATION</b>						
Credit Check Number:		Advance Payment/ Deposit Amount:				
		\$ 100.00				
Account Number:		Billing Period:				
		22				
<b>SERVICE ACTIVATION CHARGE</b>						
Activation Chrg (One Time Chrg)	One Payment	Installment Bill (If Applicable)				
\$ 18.00		\$ /month				
<b>MONTHLY PLAN*</b>						
Rate Plan:		Monthly Service Fee:				
NATP450RUMM5KNW		\$ 39.99				
*For informational purposes only in case of conflicts rate plan brochures control.						
				Summary of Monthly(Excluding airtime charges and taxes.)	\$ 49.98	
<b>SALES TYPE</b>	<b>WIRELESS NUMBER</b>		<b>PRODUCT DESCRIPTION</b>			
Upgrade			SGH-D807			
<b>ESN</b>	<b>SIM</b>		<b>IMEI</b>			



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### DOOR-TO-DOOR SALE

IF THIS IS A DOOR-TO-DOOR SALE, I MAY HAVE A LEGAL RIGHT TO CANCEL THIS TRANSACTION BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. IF APPLICABLE, I WILL REVIEW THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

### REGULATORY COST RECOVERY FEE

Cingular also imposes the following charges: a Regulatory Cost Recovery Fee of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulations, a gross receipts surcharge, and State and Federal Universal Service Charges. The Regulatory Cost Recovery Fee is not a tax or a government required charge.

### GUARANTY

If I am signing on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

### CONTRACT PROVISIONS

This Agreement incorporates and includes by reference Cingular's current service Terms and Conditions Booklet # **FMSTC02060088E** including its **binding arbitration clause**. This Agreement also incorporates and includes by reference the versions of the following Cingular brochures that are effective as of the date of this Agreement: i. Cingular's Rate Plan Brochure describing the services listed above under "Monthly Plan;" and, ii. Cingular's Features Brochure(s) describing the service feature(s) listed above under "Optional Features." **I acknowledge that the Terms and Conditions Booklet, the Rate Plan Brochure and the Features Brochure(s) were separately provide to me at the time I signed this Agreement.**

### SERVICE/COVERAGE LIMITATIONS

Service is not available at all times in all places. Coverage maps are available at [www.cingular.com](http://www.cingular.com) and are subject to the additional limitations described there. There are gaps in coverage within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. I accept Cingular's service with these limitations.

### EARLY TERMINATION FEE

If I terminate this Agreement before expiration of my Service Commitment, I will pay Cingular an Early Termination Fee of \$175 for each wireless telephone number associated with the service.

### 30 DAY CANCELLATION POLICY

I may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. I will pay for service fees and charges incurred through the termination date, but Cingular will refund my activation fee, if any, if I terminate within three (3) days of activating the service. Also, I may have to return any handsets and accessories purchased with this Agreement. If I terminate after the 30th day but before expiration of the Agreement's Service Commitment, I will pay Cingular an Early Termination Fee for each wireless telephone number associated with the service.

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT WITH ITS SEPARATE TERMS AND CONDITIONS BOOKLET, RATE PLAN BROCHURE AND FEATURES BROCHURE(S) (including but not limited to, their Changes to Terms and Rates, Limitation of Liability and Arbitration provisions).

**CUSTOMER SIGNATURE/AUTHORIZATION**

Accepted Terms via  
Interactive Voice Response

Suite 1100 CO \* 5565 Glenridge Connector \*  
Atlanta GA 30062

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